

FL Corrado 33-100-15 JAK



Form No. 1402-87
(4-6-90)
ALTA Owner's Policy

POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Parker S. Kennedy*

PRESIDENT

ATTEST *William C. Zaenke*

SECRETARY

H

610032

86-2010



PAGE NO. 1
ORDER NO. 78097

Form No. 1402-87
(4-6-90)
ALTA Owner's Policy
With Regional Exceptions
Policy No. 9

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$705.20

Amount of Insurance : \$320,000.00 Policy No. H 649832
Order No. L-78097-CTC

Date of Policy: July 14, 1992, at 8:24 a.m.

1. Name of Insured:

THE STATE OF CALIFORNIA

2. The estate or interest in the land which is covered by this
policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

THE STATE OF CALIFORNIA

Form No. 1402-87
(4-6-90)
ALTA Owner's Policy
With Regional Exceptions
Policy No. 9

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

Part Two:

1. A right of way for road purposes as disclosed on Assessors Book 33, page 10.
Affects : The North boundary



PAGE NO. 3
ORDER NO. 78097

2. The rights of the public to use or pass through subject property for recreational purposes based upon the claim or asserted claim that such public rights have been or may be established by documented or otherwise proven use for a period of time.
3. Claims or rights of the public to any portion of said lands lying below the ordinary high water line of Upper Truckee River.
4. Such roadways, water ditches, flumes, canals, pipe lines, and electric transmission, telephone or telegraph lines which may now be established or used over said land.



All Policy Forms

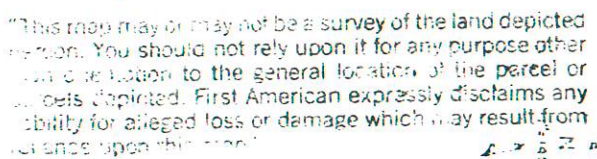
SCHEDULE C

The land referred to in this policy is situated in the State of California, County of El Dorado, and is described as follows:

A portion of Section 20, Township 12 North, Range 18 East, M.D.B.&M., described as follows:

BEGINNING at the center of said Section 20, a 2 inch capped iron pipe; thence from point of beginning, North 0 deg. 04' West, 957.02 feet to the Upper Truckee County Road; thence along said road, South 87 deg. 08' East, 258.59 feet, North 86 deg. 35' East, 170.24 feet; North 82 deg. 52' 30" East, 218.90 feet, North 82 deg. 54' East, 447.51 feet; thence leaving said road, South 15 deg. 00' East, 115.97 feet; thence South 67 deg. 59' West, 149.78 feet to a 3/4 inch capped iron pipe marked "C.G. 4", thence South 18 deg. 05' 30" West, 676.74 feet to a 3/4 inch capped iron pipe marked G. C. 5; thence South 83 deg. 27' 30" West, 418.05 feet to a similar pipe marked G. C. 6; thence South 55 deg. 34' 30" West, 429.17 feet; thence South 72 deg. 26' 30" West, 190.23 feet to a similar pipe marked G. C. 7; on the West bank of Angora Creek; thence South 14 deg. 50' East, 233.67 feet, to a point in the center of the Truckee River; thence along said river South 43 deg. 46' West, 126.86 feet; thence North 32 deg. 17' West, 268.42 feet; thence South 61 deg. 40' 30" West 117.61 feet; thence leaving said river North 36 deg. 36' 30" West, 30.00 feet to a similar pipe marked G. C. 8; thence South 77 deg. 52' West, 473.30 feet to a similar pipe marked G. C. 9; thence South 3 deg. 30' East, 380.93 feet to a similar pipe marked G. C. 10; thence continuing South 3 deg. 30' East 20.00 feet to the center of the Truckee River; thence North 82 deg. 43' West, 166.39 feet; North 39 deg. 49' 30" West, 201.77 feet, South 66 deg. 07' West, 255.10 feet; North 61 deg. West, 150.18 feet; thence leaving said river South 17 deg. 02' 30" West, 257.43 feet; thence North 43 deg. 42' 30" West, 301.10 feet; thence North 70.71 feet; thence North 43 deg. 42' 30" West 250.00 feet; thence North 63 deg. 50' West, 64.75 feet; thence North 43 deg. 42' 30" West, 115.00 feet; thence North 46 deg. 17' 30" East, 172.00 feet; thence North 56 deg. 25' West, 90.39 feet; thence North 100.00 feet; thence South 89 deg. 52' 20" East, 2116.00 feet to the point of beginning.

SECTION 20 & PORTION E 1/4 OF A, E 1/4 OF SEC. 20 & 12N., T15E, R12E.



WHEN RECORDED MAIL TO

43390
CITY OF EL DORADO
EL DORADO COUNTY CALIF
RECORD REQUESTED BY:
First American Title Co.

92 JUL 14 AM 8:24

LONTA "JENN" BELL
COUNTY RECORDER-CLERK

no fee

STATE OF CALIFORNIA

California Tahoe Conservancy
P. O. Box 7758
South Lake Tahoe, CA 95731

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

OREDS PARCEL 9046 Escrow L-78097

Agency: California Tahoe Conservancy
Project: CTC-020
Parcel: 33-100-15

FROELICH & WAGGONER, INC. a California corporation

a corporation organized under the laws of the State of California hereby GRANTS
to THE STATE OF CALIFORNIA, the following described real property in the County of
El Dorado, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF CONSISTING OF ONE PAGE

DOCUMENTARY TRANSFER TAX \$ 0

— Computed on full value of property conveyed,
— OR Computed on full value less liens and
encumbrances remaining at time of sale.

the undersigned
Signature of Declarant or Agent determining tax. Firm name

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: April 16, 1992

FROELICH AND WAGGONER, INC.

By *W. H. Froelich*
W. H. Froelich President

By *Jack V. Froelich*
Jack V. Froelich Secretary

86-2010

BOOK 3823 PAGE 4


88-5010
STATE OF CALIFORNIA

COUNTY OF ORANGE

} SS.

On APRIL 16 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared W.H. FROELICH AND JACK V. FROELICH personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within Instrument as the _____ President, and SECRETARY / TREASURER personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within Instrument as the _____ Secretary of the Corporation that executed the within Instrument and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature 

Donald R. Webster

Name (Typed or Printed)

Notary Public in and for the State of California

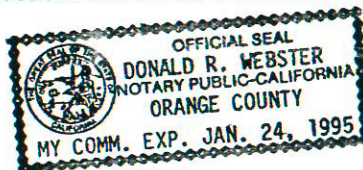


EXHIBIT A - DESCRIPTION PAGE

A portion of Section 20, Township 12 North, Range 18 East, M.D.B.&M., described as follows:

BEGINNING at the center of said Section 20, a 2 inch capped iron pipe; thence from point of beginning, North 0 deg. 04' West, 957.02 feet to the Upper Truckee County Road; thence along said road, South 87 deg. 08' East, 258.59 feet, North 86 deg. 35' East, 170.24 feet; North 82 deg. 52' 30" East, 218.90 feet, North 82 deg. 54' East, 447.51 feet; thence leaving said road, South 15 deg. 00' East, 115.97 feet; thence South 67 deg. 59' West, 149.78 feet to a 3/4 inch capped iron pipe marked "C.G. 4", thence South 18 deg. 05' 30" West, 676.74 feet to a 3/4 inch capped iron pipe marked G. C. 5; thence South 83 deg. 27' 30" West, 418.05 feet to a similar pipe marked G. C. 6; thence South 55 deg. 34' 30" West, 429.17 feet; thence South 72 deg. 26' 30" West, 190.23 feet to a similar pipe marked G. C. 7; on the West bank of Angora Creek; thence South 14 deg. 50' East, 233.67 feet, to a point in the center of the Truckee River; thence along said river South 43 deg. 46' West, 126.86 feet; thence North 32 deg. 17' West, 268.42 feet; thence South 61 deg. 40' 30" West 117.61 feet; thence leaving said river North 36 deg. 36' 30" West, 30.00 feet to a similar pipe marked G. C. 8; thence South 77 deg. 52' West, 473.30 feet to a similar pipe marked G. C. 9; thence South 3 deg. 30' East, 380.93 feet to a similar pipe marked G. C. 10; thence continuing South 3 deg. 30' East 20.00 feet to the center of the Truckee River; thence North 82 deg. 43' West, 166.39 feet; North 39 deg. 49' 30" West, 201.77 feet, South 66 deg. 07' West, 255.10 feet; North 61 deg. West, 150.18 feet; thence leaving said river South 17 deg. 02' 30" West, 257.43 feet; thence North 43 deg. 42' 30" West, 301.10 feet; thence North 70.71 feet; thence North 43 deg. 42' 30" West 250.00 feet; thence North 63 deg. 50' West, 64.75 feet; thence North 43 deg. 42' 30" West, 115.00 feet; thence North 46 deg. 17' 30" East, 172.00 feet; thence North 56 deg. 25' West, 90.39 feet; thence North 100.00 feet; thence South 89 deg. 52' 20" East, 2116.00 feet to the point of beginning.

RESOLUTION OF STATE PUBLIC WORKS BOARD SELECTING
SITE AND AUTHORIZING ACQUISITION OF REAL PROPERTY
UNDER THE PROPERTY ACQUISITION LAW IN THE COUNTY OF
EL DORADO, STATE OF CALIFORNIA, FOR THE
CALIFORNIA TAHOE CONSERVANCY

(Parcel 9046 - Froelich and Waggoner Project - El Dorado County)

WHEREAS, the Property Acquisition Law (Part 11, Division 3, Title 2 of the Government Code of the State of California) empowers the State Public Works Board to select and acquire in the name of the State of California suitable and adequate real property for such purposes as may be specified in legislation making funds available for such acquisition; and

WHEREAS, Item 3125-301-720 of the Budget Act of 1989 and Item 3125-301-720 of the Budget Act of 1990 make funds available to the California Tahoe Conservancy for the acquisition of real property pursuant to Title 7.42 of the Government Code subject to the provisions of the Property Acquisition Law; and

WHEREAS, it appears that the owners of the following described real property have agreed to sell said property to the State for the consideration set forth in and subject to the terms and conditions of the hereinafter identified agreement.

NOW, THEREFORE, BE IT RESOLVED that the hereinafter described real property be, and the same is, hereby selected for acquisition by negotiation under said Property Acquisition Law, as specified in Item 3125-301-720 of the Budget Act of 1989 and Item 3125-301-720 of the Budget Act of 1990 for use of the California Tahoe Conservancy.

BE IT FURTHER RESOLVED that the State Public Works Board, by unanimous vote, hereby determines that the consideration set forth in the hereinafter identified agreement is fair and reasonable for the purchase of said real property and acquisition by condemnation is not necessary.

<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Deed</u>	<u>Grantor</u>
9046	04/16/92	04/16/92	Froelich and Waggoner, Inc., A California Corporation

BE IT FURTHER RESOLVED that the State Public Works Board hereby accepts on behalf of the State of California the deed identified above, of the hereinafter described real property in the County of El Dorado, State of California, and consents to the recordation thereof; and

BE IT FURTHER RESOLVED that either the Chair or the Administrative Secretary of this Board be, and hereby is, authorized and directed to execute the acquisition of said real property.

The real property hereinabove referred to, which is authorized to be acquired by this resolution, is situate in the County of El Dorado, State of California, and described as follows:

PARCEL 9046

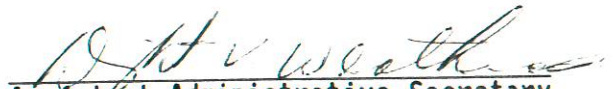
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END OF RESOLUTION

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by the State Public Works Board on June 12, 1992.

WITNESS my hand this 12th day of June, 1992.


Assistant Administrative Secretary
State Public Works Board



RECORDING REQUESTED BY:

Board of Supervisors

WHEN RECORDED MAIL TO:

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

} El Dorado, County Recorder
} William Schultz Co Recorder Office
} **DOC- 2012-0013349-00**
} Acct 30-EL DORADO CO BOARD OF SUPERVISORS
} Tuesday, MAR 20, 2012 13:45:00
} Ttl Pd \$0.00 Rcpt # 0001417480
} DRW/C1/1-9
}
}
}
}
}

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

TITLE (S)

License Agreement Between
The California Tahoe Conservancy and El Dorado County for the
Sawmill Bike Path and Erosion Control Project, Phase 2B
CTC-2012_0117_El Dorado County
Assessor's Parcel Number 033-100-15

RECEIVED
MAR 21 2012
CA TAHOE CONSERVANCY

CTC-2012_0117_El Dorado County

Sawmill Bike Path and Erosion Control Project, Phase 2B

License Agreement Between
The California Tahoe Conservancy and El Dorado County for the
Sawmill Bike Path and Erosion Control Project, Phase 2B

This Agreement is entered into this 17th day of January, 2012, by and between the State of California acting by and through the California Tahoe Conservancy, (hereinafter "the Conservancy") and El Dorado County (hereinafter "the County").

Recitals

WHEREAS, pursuant to its authority under Government Code section 66906.7, the Conservancy awarded a grant to the County for the planning and design of erosion control and bicycle path facilities;

WHEREAS, pursuant to Government Code section 66907.8 and its duly adopted resolution of June 19, 1987, and September 15, 2011, Resolution #11-09-01, the Conservancy may give licenses for erosion control, public access, and recreation purposes;

WHEREAS, the Conservancy owns or has an interest in certain real property (hereafter "the Property"), located in El Dorado County and described as El Dorado County Assessor's Parcel Number 033-100-15 (hereinafter "the Property"), on which the County desires access for the purposes stated above;

WHEREAS, some of the water quality and bicycle path improvements associated with the project will be physically located on the Property;

WHEREAS, the County desires access to the Property in the location more particularly described in Exhibit 1, in order to store materials and remove tree snags that will represent a public hazard and safety concern once the bicycle path is constructed;

WHEREAS, staging areas shall be used in a manner to protect the resources on the site as much as possible and will be fully rehabilitated upon completion of the project, including breaking up and loosening the surface of soil, application of mulch, re-seeding and revegetating, and irrigation, if necessary, to ensure permanent, long term restoration in a natural condition.

NOW THEREFORE, in consideration of the mutual covenants, terms, restrictions and conditions hereafter set forth, the Conservancy and the County hereby agree as follows:

Term of Agreement

The term of this Agreement shall be three (3) years, commencing on the date of execution of this Agreement, unless terminated earlier by mutual agreement in writing by all parties to this Agreement.

Access

The Conservancy agrees that for the duration of this Agreement, subject to all of the conditions and terms hereof, any employee or agent of the County or duly authorized contractor performing construction pursuant to a Conservancy or County project may enter upon and use the Property for the purposes set forth herein.

Purpose

The Property may be entered upon and used by the County solely for the purposes of conducting surveys and, constructing water quality and bicycle path improvement related infrastructure.

Condition Precedent to Construction

In addition to any other conditions contained herein, the improvements shall not be constructed on the Property until the Executive Director of the Conservancy or his designee has approved the construction plans and staging area use and restoration plans.

Maintenance

Where the improvements are being constructed pursuant to a project funded in whole or in part by the Conservancy under a Conservancy grant agreement, improvements shall be operated and maintained in a manner consistent with the terms and provisions of the grant agreement. The County may be excused from its maintenance only upon the written approval of the Executive Director of the Conservancy for good cause shown. "Good cause" includes, but is not limited to, natural disasters which destroy the improvements and render the soil erosion control project obsolete or impracticable to rebuild.

Standards of Workmanship

All work undertaken by the County under this Agreement shall comply with and conform to all applicable building, fire and sanitary laws, ordinances, and regulations of any governmental agency having jurisdiction over the Property. The County shall seek all permits, licenses and/or approvals applicable to the repair and operation of the facility as contemplated by this Agreement, including but not limited to building and/or use permits required by any public body having jurisdiction over the Property. All such permits shall list the Conservancy as co-permittee. The Conservancy shall have the right to use and occupy the Property provided said use and occupancy does not interfere with the construction, operation and maintenance of the soil erosion control and bicycle path project.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the License Area due to Licensee's use and occupancy thereof, Licensee, at its expense, shall be obligated to remediate all the property affected thereby, whether owned or controlled by Licensor or any third person, to the satisfaction of Licensor (insofar as the property owned or controlled by Licensor is concerned) and any governmental body having jurisdiction thereover.

Liability and Indemnification

The County waives all right to recourse against the Conservancy, including the right to contribution or indemnification for any and all claims, demands, costs, expenses, liabilities, and losses arising out of any damage or injury to any person or persons, including the Conservancy, or property of any kind whatsoever and to whomsoever belonging, including the Conservancy, from any cause or causes reasonably related to the County's presence or activities on the Property, except for matters arising out of the sole and active negligence of the Conservancy.

The County agrees to indemnify, protect, defend and hold harmless the Conservancy, its successors and assigns from any and all claims, demands, costs, expenses, liabilities, and losses arising out of any damage or injury to any person or persons, including the Conservancy, or property of any kind whatsoever and to whomsoever belonging, including the Conservancy, from any cause or causes reasonably related to the County's presence or activities on the Property, except for matters arising out of the sole and active negligence of the Conservancy.

Fees and Assessments

The County shall pay, before they become delinquent, all charges, fees, taxes and assessments imposed on the Property by reason of this Agreement. The Conservancy may pay such charges, fees, taxes or assessments, and such payment will be repaid by the County on demand.

The County covenants and agrees to keep the Property free from any mechanic's or materialmen's liens claimed by any person, firm or corporation employed by or on behalf of the County for any work or services performed under this Agreement. In the event of the filing of any such liens, the County shall cause such lien to be released within five (5) days after the Conservancy's written notice to do so. The County shall indemnify and defend the Conservancy and the State of California against any and all liability, cost and expense including attorney's fees incurred by the Conservancy or the State of California as a result of any such lien.

Prior Encumbrances

This Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title which may affect the Property. The County accepts the Property (including, without limitation, Conservancy-owned improvements, if any) in their present condition and without any representation or warranty by the Conservancy as to the condition of such Property or improvements, and the Conservancy shall not be responsible for any defect or change of conditions in the Property or such improvements, any damage occurring thereto or for the existence of any violation of any municipal, County, State or Federal law, order, rule, regulation or ordinance.

Assignment

Without the written consent of the Conservancy or its successors or assigns, the County's rights and responsibilities under this Agreement may not be assigned. In the event the Conservancy consents to an assignment, the terms of this Agreement shall be binding on the County's assignee.

Forbearance Not a Waiver

Any forbearance on the part of either party to this Agreement or their successors in interest and assigns, to enforce the terms and provisions of this Agreement in the event of any violation or breach shall not be deemed a waiver of either party's legal rights regarding any subsequent violation or breach.

Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other provisions shall be thereby affected or impaired.

Captions

The captions on the paragraphs of this Agreement are for convenience only and shall be of no force and effect whatsoever in interpreting the obligations or rights of the parties hereunder.

Entire Agreement

This Agreement contains the entire Agreement between the Conservancy and the County, relating to the rights granted and the obligations assumed herein. Any oral representations or modifications of this Agreement shall be of no force and effect unless embodied in a subsequent modification in writing signed by the party to be charged.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CALIFORNIA TAHOE CONSERVANCY


Patrick Wright, Executive Director
1061 Third Street
South Lake Tahoe, CA 96150

Date: 1/19/12


EL DORADO COUNTY


John R. Knight, Chair of the Board of Supervisors

Date: 3-13-12

Attest:

Suzanne Allen de Sanchez, Clerk of the Board of Supervisors


Deputy Clerk

Date: 3-13-12

ALL PURPOSE NOTARY

ACKNOWLEDGMENT

State of California

County of El DoradoOn 3-14-2012 before me, Loretta Featherston,
(here insert name and title of the officer)personally appeared John R. Knight

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

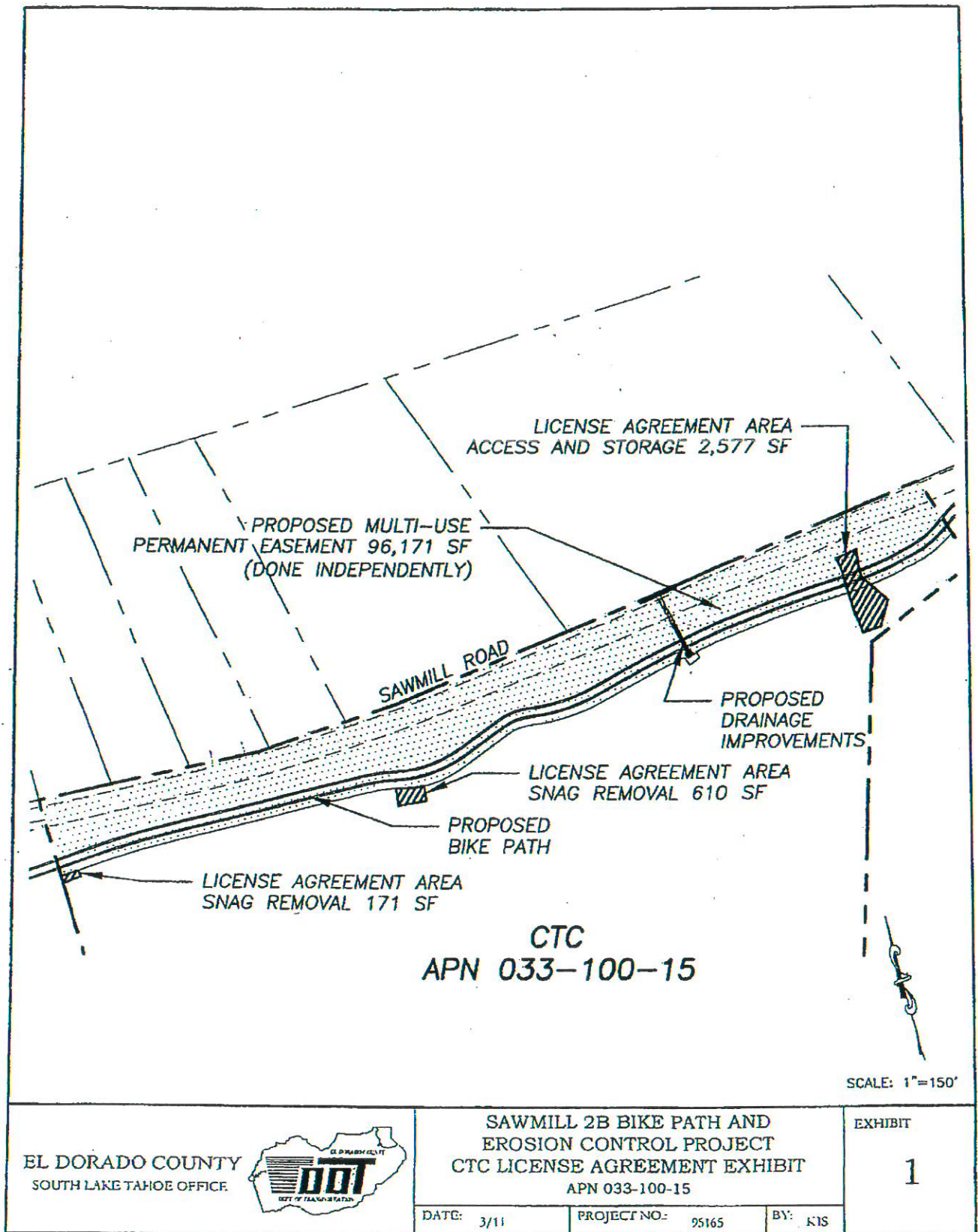
WITNESS my hand and official seal.

Signature Loretta Featherston

License Agreement
Sawmill Bike Path + Erosion Control
Project, Phase 2 B

(Seal)

013349



EL DORADO COUNTY
SOUTH LAKE TAHOE OFFICE



SAWMILL 2B BIKE PATH AND
EROSION CONTROL PROJECT
CTC LICENSE AGREEMENT EXHIBIT
APN 033-100-15

EXHIBIT

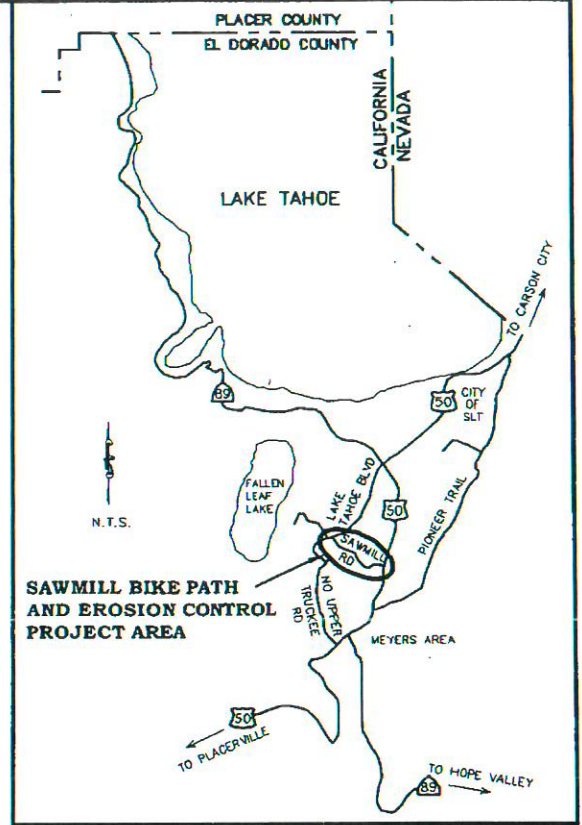
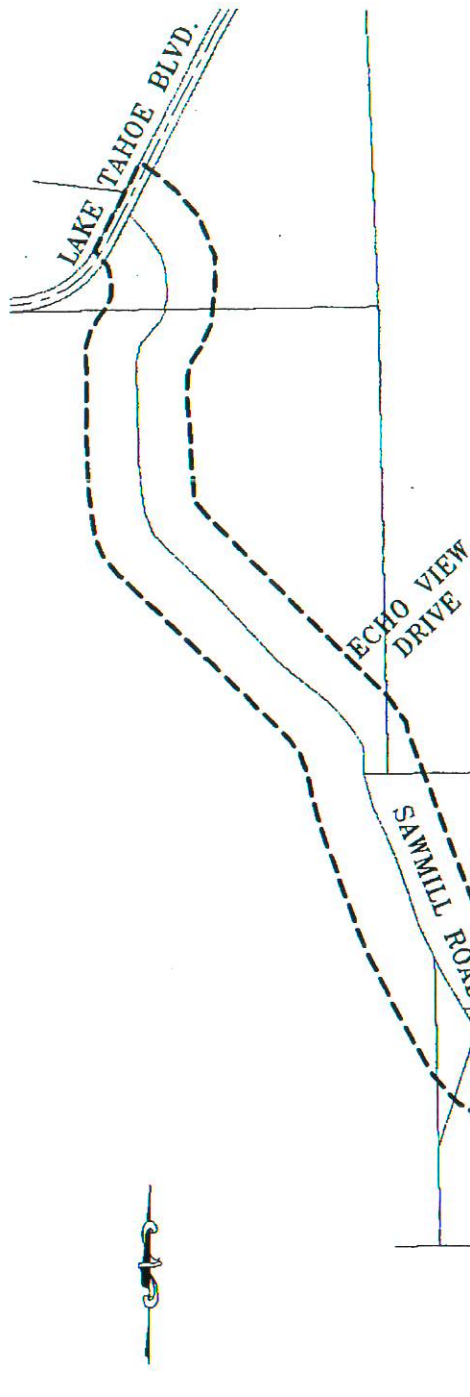
1

DATE: 3/11

PROJECT NO.: 95165

BY: KIS

013349



EL DORADO COUNTY
SOUTH LAKE TAHOE OFFICE



SAWMILL 2 BIKE PATH
AND EROSION CONTROL PROJECT
CTC EASEMENT AND LICENSE AGREEMENT
PROJECT LIMITS

FIGURE

A

DATE: 08/11

PROJECT NO.: 95192

BY: ALD

03/20/2012, 20120013349



El Dorado, County Recorder
William Schultz Co Recorder Office

DOC- 2012-0020285-00

Acct 30-EL DORADO CO BOARD OF SUPERVISORS

Friday, APR 27, 2012 14:14:34

Ttl Pd \$0.00 Rcpt # 0001426664

KMV/C1/1-14

RECORDING REQUESTED BY:

Board of Supervisors

WHEN RECORDED MAIL TO:

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

TITLE (S)

Grant of Easement
Between the State of California, acting by and through the California Tahoe Conservancy and The
County of El Dorado
APN 033-100-15

020285

After Recording Please Return To:

State of California
California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150

Grantor APN: El Dorado County, CA 033-100-15

No Fee per Government Code § 6103

No Document Transfer Tax per

Rev. and Taxation Code § 11922

Grant of Easement

THIS GRANT OF EASEMENT is made this 17th day of April, 2012, by and between the **State of California**, acting by and through the California Tahoe Conservancy (hereinafter "Grantor"), and the **County of El Dorado** (hereafter, "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of certain real property located in the County of El Dorado, State of California, more particularly described in **Exhibit A** (hereafter, "the Property");

WHEREAS, Grantee intends to construct improvements on the Property for recreational and storm water conveyance and erosion control purposes and, in order to assure future access by Grantee the general public across the Property;

WHEREAS, the parties expect and intend that Grantee will construct a bike trail and storm water and erosion control improvements on a portion of Grantor's land and in the locations described and depicted in **Exhibit B-1 and B-2** in a form and design as depicted in **Exhibit C**;

WHEREAS, Grantor, pursuant to California Government Code Section 66907.8, may convey interests in land for management purposes, including easements and rights of way necessary for erosion control and public recreation purposes;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, Grantor hereby grants and conveys to Grantee and its successors, a nonexclusive easement in perpetuity over the Property, on the terms and subject to the limitations set forth herein, for the purpose of storm water conveyance, erosion control and providing access for the general public (including bicycle, pedestrian, and non-vehicular traffic) for recreation purposes (hereafter, "the Easement").

1. Description of the Easement

The Easement is for the purpose of constructing, operating and maintaining a paved or public multi-use bicycle and pedestrian trail including drainage improvements, landscaping, and other minor appurtenances as reasonably necessary for implementation of the public multi-use bicycle and pedestrian trail; (2) an unrestricted public right of way for ingress and egress and passage through, including bicycle, pedestrian, and non-vehicular access, by the general public; and (3) the right to install utilities and underground utility lines. The Easement includes the unrestricted, nonexclusive right to operate, maintain, inspect, repair, alter, and reconstruct all of the said improvements, and associated vehicular and non-vehicular access, as necessary to support the improvements.

2. Reserved Rights

The Grantor reserves the right to use and improve all portions of the Property for any purpose, *provided*, that such activities do not interfere with the Easement granted herein, or impairs the Grantee's improvements constructed hereunder or Grantee's reasonable exercise of its other rights under this instrument.

3. Maintenance

Grantee agrees to maintain the improvements in a safe condition and in a manner which complies with all applicable State and local laws, rules, ordinances, regulations and the terms and conditions of any Grantor approvals, subject to any future maintenance agreements entered into between the parties.

Grantee's basic maintenance shall consist of: 1. Repairing surface (pavement) conditions on the bike path that pose a possible safety issue, surface integrity issue, or that are not ADA compliant; 2. Regular, seasonal sweeping to ensure a safe and clean surface; and 3. Regular, seasonal clearing and trimming of vegetation adjacent to paths consistent with AASHTO's *Guide for the Development of Bicycle Facilities, 1999*. Long-term maintenance activities shall include: 1. Crack-seal; 2. Slurry seal; 3. Overlay; or 4. Measures appropriate to the constructed surface as necessary to maintain the trail in a safe and operable condition. All maintenance activities shall be in accordance with industry standards.

In the event that Grantee desires, in the future, to alter the improvements in any manner materially departing from the designs Grantee agrees to obtain Grantor's signed, written approval of such alterations.

4. Indemnification

Grantee agrees to indemnify, and hold harmless the Grantor, its successors and assigns, from any and all liability, arising out of any damage or injury to any person or persons, including the Grantor, or to property of any kind whatsoever and to whomsoever belonging, including the Grantor, from any cause(s) attributable to Grantee's activities carried out within the Easement, except for matters arising out of the negligence of the Grantor or its agents or the acts or omissions of any third parties acting independently.

5. Insurance

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California for construction or use of the Easement, or a portion thereof, such agreement(s) shall require that Grantee's contractor maintain general liability and property damage insurance in an amount of One Million Dollars (\$1,000,000) or such other lesser amount as agreed to in writing by the Grantor. In addition, Grantee shall make reasonable efforts to ensure that Grantor, and its successors in interest and assigns are included as additional insureds under the insurance required above and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the Grantor as soon as practicable. In the event that the Grantee's contractor or other third party is unable to cause the Grantor, or its successor or assign, to be named as an additional insured, Grantee shall so notify the Grantor. Within five (5) working days thereafter the Grantor shall notify Grantee whether Grantee should proceed absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Grantor for payment of any premiums or assessments under such insurance. Grantor shall also be provided with notice of any proposed cancellation of insurance.

6. Environmental Impairment

Grantee, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to the use of the Easement, as described in Paragraph 1, Description of Easement, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of the Grantor.

Grantee shall obtain and comply with the terms and provisions of all licenses, permits, and approvals required by any local, regional, State, bi-state, or Federal agency with authority to regulate the activities of Grantee under this instrument.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Easement due to Grantee's use and occupancy thereof, Grantee, at its expense, shall be obligated to clean all the property affected thereby, whether owned or controlled by Grantee or any third person, to the satisfaction of the Grantor (insofar as the property owned or controlled by the Grantor is concerned) and any governmental body having jurisdiction there over, unless said discharge, leakage, spillage, emission, or pollution is due to the negligence of the Grantor or its agents or the actions or negligence of any third parties acting independently.

7. Liens

Grantee covenants and agrees to keep the Property free from any mechanic's or materialmen's liens claimed by any person, firm or corporation employed by or on behalf of Grantee for any work or services performed under this Agreement. In the event of the filing of any such lien(s), Grantee shall cause such lien(s) to be released within thirty (30) days after the Grantor's written notice to do so. Grantee shall indemnify and defend the Grantor against any and all liability, cost and expense, including attorney's fees, incurred by the Grantor as a result of any such lien(s).

8. Permits

Grantee shall comply with and obtain, at its expense, all necessary permits and approvals as required by law, and all land coverage rights required by the Tahoe Regional Planning Agency, necessary for the improvements, use and operation of the Easement.

9. Assignment

Grantee may assign its rights to another public agency with the power to establish, construct and maintain bicycle and pedestrian trails, in which event the terms of this instrument shall be binding on Grantee's assignee.

10. Enforcement

Grantor agrees to pay any and all costs incurred in monitoring compliance with the terms of this Grant of Easement.

Any act or any conveyance, contract, or authorization, whether written or oral, made by either Grantor or Grantee, which uses, causes to be used, or would permit use of the Property or the Easement granted herein in a manner contrary to the terms of this instrument will be deemed a breach hereof. The Grantor or Grantee may bring any action in court necessary to enforce this Grant of Easement, at law or in equity, including, but not limited to, an action for mandatory or prohibitory injunctive relief to correct, terminate, or prevent a breaching or probable breaching activity, and/or an action to enforce the terms and provisions hereof by specific performance.

All costs incurred by Grantor or Grantee in enforcing, judicially or otherwise, the terms and restrictions of this Grant of Easement, including, without limitation, costs of suit, attorney's fees and any costs of restoration necessitated by the violation of the terms of this Grant of Easement, shall be borne by the prevailing party in any such action.

11. Forbearance Not a Waiver

Any forbearance on the part of either party to this instrument, or its successors or assigns, to enforce the terms and provisions of this instrument in the event of any violation or breach shall not be deemed a waiver of that party's legal rights regarding any subsequent violation or breach.

12. Severability

The provisions of this instrument are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other provisions shall be thereby affected or impaired.

13. Captions

The captions on the paragraphs of this instrument are for convenience only and shall be of no force or effect whatever in interpreting the obligations or rights of the parties hereunder.

14. Entire Agreement

This instrument contains the entire agreement between the Grantor and Grantee, relating to the rights granted and the obligations assumed herein. Any oral representation(s) or modification(s) of this instrument shall be of no force and effect unless embodied in a subsequent modification in writing signed by both parties.


15. Authorization by Grantor

The California Tahoe Conservancy, acting pursuant to Section 66907.8 of the California Government Code, has duly authorized its undersigned Executive Director to execute this Grant of Easement.

IN WITNESS WHEREOF, the parties hereto have entered into this Grant of Easement on the date first set forth above.

GRANTOR:

STATE OF CALIFORNIA
California Tahoe Conservancy

By: 
 Patrick Wright, Executive Director

Date: 4.17.12

ACKNOWLEDGEMENT


STATE OF CALIFORNIA

COUNTY OF EL DORADO

On April 17, 2012, before me, Susan Ewbank, Notary Public, personally appeared Patrick Wright, who proved on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon their behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


 (signature)



(Seal)

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GRANTEE:

EL DORADO COUNTY

By:


John R. Knight, Chair

Date:

3-13-12

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF EL DORADO

On April 27, 2012, before me, Loretta Featherston, Notary Public, personally appeared John R. Knight, who proved on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Loretta Featherston
(signature)



(Seal)

Grant of Easement
APN 033-100-15

Exhibit A

This land described herein is situated in the County of El Dorado, State of California, and described as follows:

A portion of Section 20, Township 12 North, Range 18 East, M.D.B.&M., described as follows:

BEGINNING at the center of said Section 20, a 2 inch capped iron pipe; thence from point of beginning, North 0 deg. 04' West, 957.02 feet to the Upper Truckee County Road; thence along said road, South 87 deg. 08' East, 258.59 feet, North 86 deg. 35' East, 170.24 feet; North 82 deg. 52' 30" East, 218.90 feet, North 82 deg. 54' East, 447.51 feet; thence leaving said road, South 15 deg. 00' East, 115.97 feet; thence South 67 deg. 59' West, 149.78 feet to a 3/4 inch capped iron pipe marked "C.G. 4", thence South 18 deg. 05' 30" West, 676.74 feet to a 3/4 inch capped iron pipe marked "C.G. 5"; thence South 83 deg. 27' 30" West, 418.05 feet to a similar pipe marked "C.G. 6"; thence South 55 deg. 34' 30" West, 429.17 feet; thence South 72 deg. 26' 30" West, 190.23 feet to a similar pipe marked "C.G. 7"; on the West bank of Angora Creek; thence South 14 deg. 50' East, 233.67 feet, to a point in the center of the Truckee River; thence along said river South 43 deg. 46' West, 126.86 feet; thence North 32 deg. 17' West, 268.42 feet; thence South 61 deg. 40' 30" West 117.61 feet; thence leaving said river North 36 deg. 36' 30" West, 30.00 feet to a similar pipe marked "C.G. 8"; thence South 77 deg. 52' West, 473.30 feet to a similar pipe marked "C.G. 9"; thence South 3 deg. 30' East, 380.93 feet to a similar pipe marked "C.G. 10"; thence continuing South 3 deg. 30' East 20.00 feet to the center of the Truckee River; thence North 82 deg. 43' West, 166.39 feet; North 39 deg. 49' 30" West, 201.77 feet, South 66 deg. 07' West, 255.10 feet; North 61 deg. West, 150.18 feet; thence leaving said river South 17 deg. 02' 30" West, 257.43 feet; thence North 43 deg. 42' 30" West, 301.10 feet; thence North 70.71 feet; thence North 43 deg. 42' 30" West 250.00 feet; thence North 63 deg. 50' West, 64.75 feet; thence North 43 deg. 42' 30" West, 115.00 feet; thence North 46 deg. 17' 30" East, 172.00 feet; thence North 56 deg. 25' West, 90.39 feet; thence North 100.00 feet; thence South 89 deg. 52' 20" East, 2116.00 feet to the point of beginning.

A.P.N. 033-100-15

Exhibit 'B-1'

A portion of that certain real property described in Book 3823 Official Records at page 004, on file in the office of the El Dorado County Recorder being a portion of the Northwest one-quarter of Section 20, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California, more particularly described as follows:

All that portion of said real property lying Northerly of the following line:

Beginning at a point on the westerly boundary of said parcel from which the Northwest corner of said Section 20 bears North 56°47'20" West 3,150.88 feet. Also from said point of beginning a three-quarter inch capped iron pipe bears North 01°17'17" West 39.21 feet. Thence North 84°02'15" East 27.88 feet to the beginning of a curve concave to the southeast having a radius of 958.00 feet; thence northeasterly along said curve, through a central angle of 06°17'08" a distance of 108.06 feet, said curve being subtended by a chord which bears North 87°10'49" East 108.00 feet; thence South 89°40'37" East 228.30 feet to the beginning of a curve concave to the southwest having a radius of 185.00 feet; thence southeasterly along said curve, through a central angle of 13°58'03" a distance of 45.10 feet, said curve being subtended by a chord which bears South 82°41'36" East 44.99 feet to the beginning of a reverse curve concave to the northwest having a radius of 115.00 feet; thence northeasterly along said curve, through a central angle of 35°05'19" a distance of 70.43 feet, said curve being subtended by a chord which bears North 86°44'46" East 69.33 feet; thence North 68°29'16" East 72.28 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 60.00 feet, from which a radial line bears North 21°31'10" West; thence northeasterly along said curve, through a central angle of 29°04'27" a distance of 30.45 feet, said curve being subtended by a chord which bears North 83°01'04" East 30.12 feet to the beginning of a reverse curve concave to the northwest having a radius of 215.00 feet; thence northeasterly along said curve, through a central angle of 23°49'35" a distance of 89.41 feet, said curve being subtended by a chord which bears North 85°38'30" East 88.76 feet to the beginning of a reverse curve concave to the southeast having a radius of 1,185.00 feet; thence northeasterly along said curve, through a central angle of 05°03'16" a distance of 104.54 feet, said curve being subtended by a chord which bears North 76°15'21" East 104.51 feet; thence South 22°35'42" East 11.47 feet; thence North 67°24'18" East 15.00 feet; thence North 22°35'42" West 8.35 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 1,185.00 feet, from which a radial line bears North 10°28'34" West; thence northeasterly along said curve, through a central angle of 08°29'43" a distance of 175.70 feet, said curve being subtended by a chord which bears North 83°46'18" East 175.54 feet to the beginning of a reverse curve concave to the northwest having a radius of 515.00 feet; thence northeasterly along said curve, through a central angle of 11°13'43" a distance of 100.93 feet, said curve being subtended by a chord which bears North 82°24'18" East 100.77 feet to the

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beginning of a compound curve concave to the northwest having a radius of 140.00 feet; thence northeasterly along said curve, through a central angle of 23°28'50" a distance of 57.37 feet, said curve being subtended by a chord which bears North 65°03'02" East 56.97 feet to the easterly boundary of said parcel containing 96,171 square feet more or less.

See Exhibit 'B-2' attached hereto and made a part here of.

-End of Description-

The purpose of this description is to describe that portion of said parcel as an easement for road, multi-use trail and drainage purposes.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999624.

Philip R. Mosbacher
Philip R. Mosbacher, P.L.S. 7189

11/17/11
Date



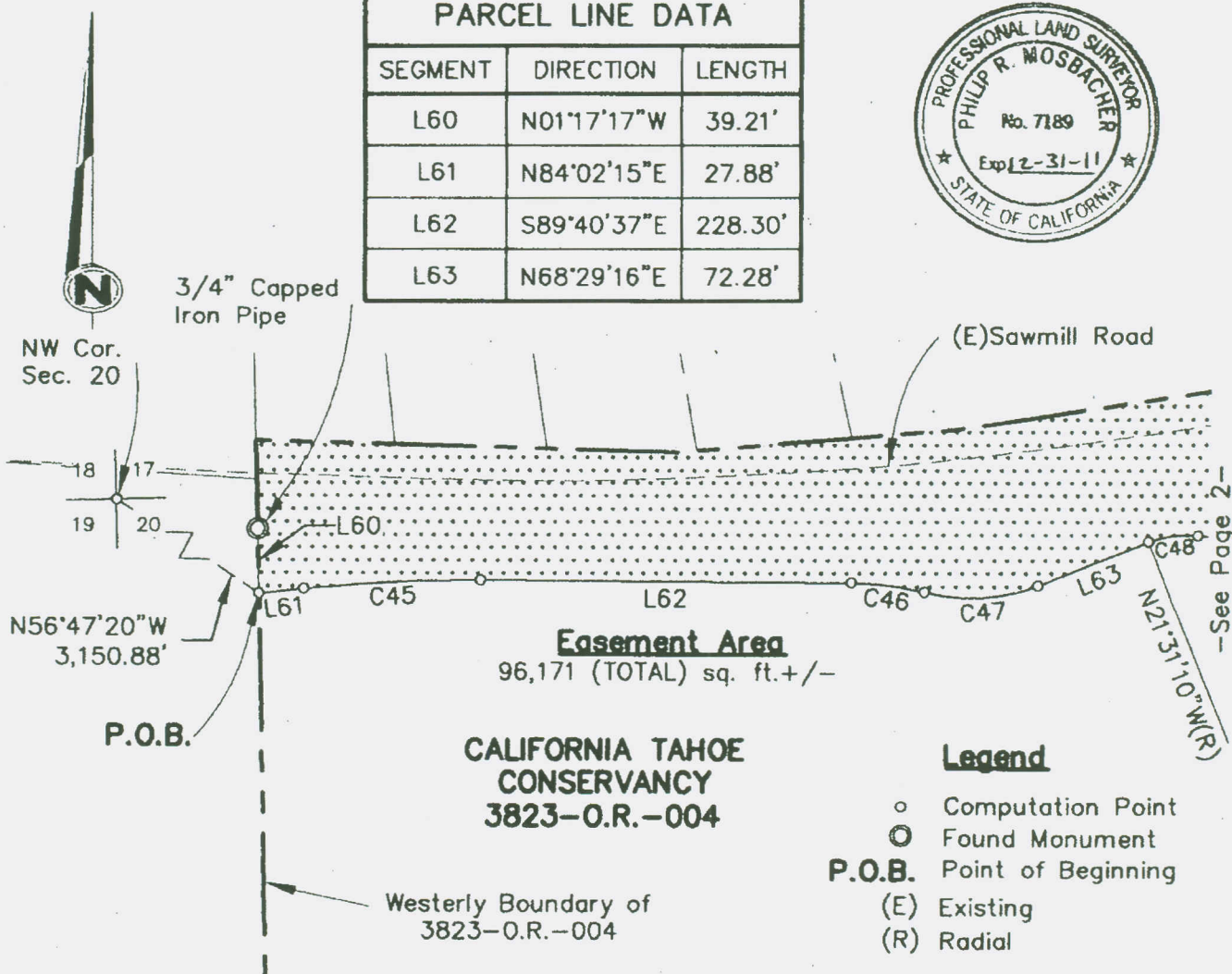
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Exhibit 'B-2'

Situate in Northwest One-Quarter of
Section 20, T. 12 N., R. 18 E., M.D.M.
County of El Dorado, State of California
Scale 1" = 100'

PARCEL CURVE DATA					
SEGMENT	RADIUS	LENGTH	DELTA	CH. BEARING	CH. DISTANCE
C45	985.00'	108.06'	06°17'08"	N87°10'49"E	108.00'
C46	185.00'	45.10'	13°58'03"	S82°41'36"E	44.99'
C47	115.00'	70.43'	35°05'19"	N86°44'46"E	69.33'
C48	60.00'	30.45'	29°04'27"	N83°01'04"E	30.12'

PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L60	N01°17'17"W	39.21'
L61	N84°02'15"E	27.88'
L62	S89°40'37"E	228.30'
L63	N68°29'16"E	72.28'



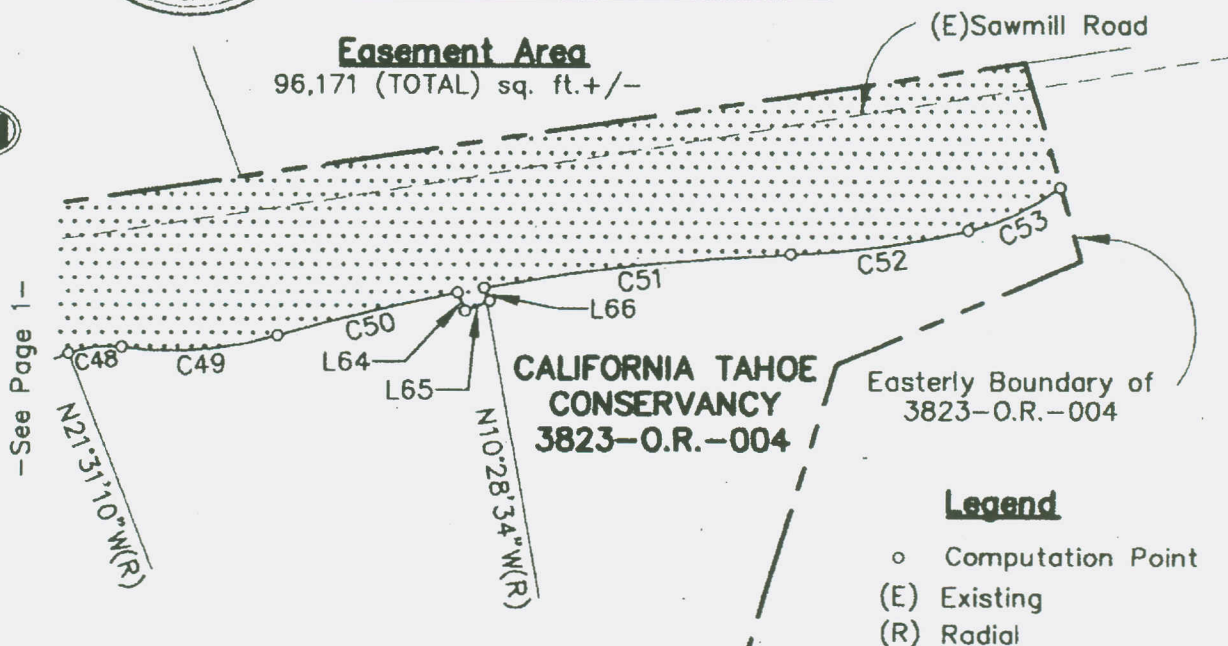
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Exhibit 'B-2'

Situate in Northwest One-Quarter of
Section 20, T. 12 N., R. 18 E., M.D.M.
County of El Dorado, State of California
Scale 1" = 100'

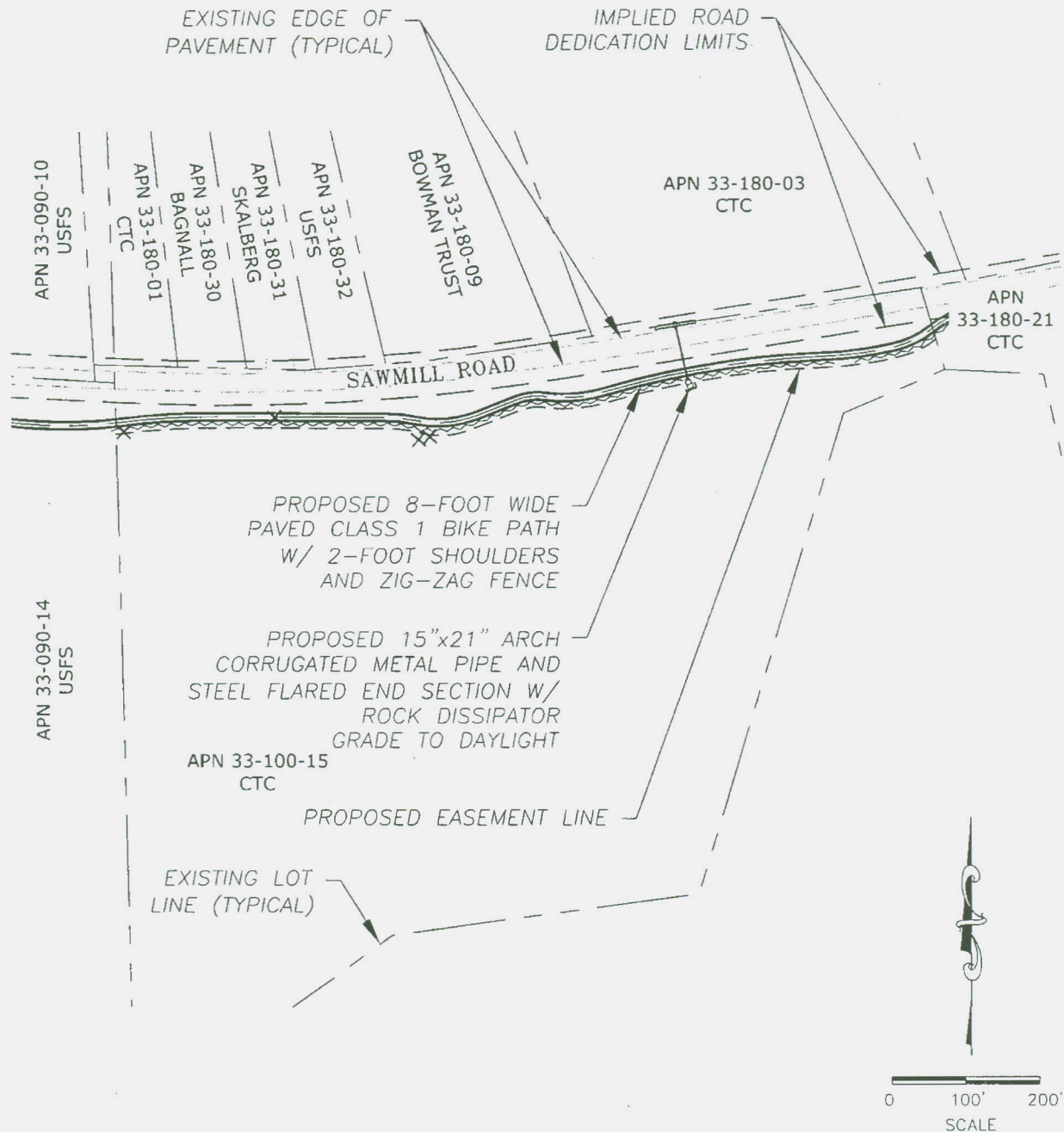
PARCEL CURVE DATA					
SEGMENT	RADIUS	LENGTH	DELTA	CH. BEARING	CH. DISTANCE
C48	60.00'	30.45'	29°04'27"	N83°01'04"E	30.12'
C49	215.00'	89.41'	23°49'35"	N85°38'30"E	88.76'
C50	1,185.00'	104.54'	05°03'16"	N76°15'21"E	104.51'
C51	1,185.00'	175.70'	08°29'43"	N83°46'18"E	175.54'
C52	515.00'	100.93'	11°13'43"	N82°24'18"E	100.77'
C53	140.00'	57.37'	23°28'50"	N65°03'02"E	56.97'

PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L64	S22°35'42"E	11.47'
L65	N67°24'18"E	15.00'
L66	N22°35'42"W	8.35'



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EXHIBIT C



EL DORADO COUNTY
SOUTH LAKE TAHOE OFFICE



SAWMILL 2 BIKE PATH
AND EROSION CONTROL PROJECT
CTC EASEMENT
APN 33-100-15

DATE: 03/12

PROJECT NO.: 95192

BY: DSP

020285

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

CERTIFICATE OF ACCEPTANCE


This is to certify that the interest in real property conveyed by the Grant of Easement Deed dated December 1, 2011, from **the State of California, acting by and through the California Tahoe Conservancy**, Grantor, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, Grantee, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 033-100-15

Dated this 13th day of MARCH, 2012.

By:

COUNTY OF EL DORADO


John R. Knight, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By:



04/27/2012, 20120020285